

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

ALTICOR INC., a Michigan corporation, and
AMWAY CORP., a Virginia corporation,

Plaintiffs,

v.

LLNATURE INC., a New York corporation,
and WENCHAO LIANG, a natural person,

Defendants.

Case No. 1:24-cv-00806-PLM-MV

Hon. Paul L. Maloney

**STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION**

Plaintiffs Alticor Inc. and Amway Corp. (“Plaintiffs”) and defendants LLNature Inc. and Wenchao Liang (“Defendants”) (collectively, “the Parties”) have stipulated and agreed to entry of this Stipulated Final Judgment and Permanent Injunction pursuant to the Confidential Conditional Settlement and Release Agreement (“Settlement Agreement”) entered into by the Parties. The Parties have approved the substance and form of this Stipulated Final Judgment and Permanent Injunction. Based on the pleadings, the Parties’ Settlement Agreement, and the factual, legal and/or other findings below and for other good cause,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction of the subject matter of this action and personal jurisdiction over Defendants.
2. Venue is proper is this Court.

3. The injunctive relief provisions of this Judgment shall apply to Defendants as well as their agents, owners, servants, employees, and those persons or entities in active concert or participation with Defendants.

4. The Parties agree that Plaintiffs have acquired rights to various trademarks that are valid and subsisting, including but not limited to: AMWAY® (U.S. Trademark Registration Nos. 716,672, 847,709, 4,031,832, 4,199,852, 4,289,794, and 4,481,517), NUTRILITE® (Registration Nos. 402,891, 689,389, 2,145,912, 3,535,340, 4,748,189, and 4,478,190), and ARTISTRY® (Registration Nos. 856,184, 1,505,505, 1,519,877, and 4,645,525) as well as other federally-registered trademarks (collectively, the “Amway Trademarks”).

5. Defendants, including anyone acting on Defendants’ behalf or at Defendants’ direction, are hereby permanently restrained and enjoined from:

- (a) advertising, selling, or facilitating the advertisement or sale, through **any medium** (including all Internet and non-Internet channels), of any goods or products bearing any of the Amway Trademarks, including but through **any storefront** on www.amazon.com (“Amazon”) and including but not limited to the Amazon storefront that has been known as “Organic-Living” and has a Merchant ID number of AZ4M1L3ZZMSNV;
- (b) using the Amway Trademarks in any manner, including advertising on the Internet;
- (c) purchasing or acquiring any products bearing any of the Amway Trademarks for the purpose of resale; and

- (d) importing, exporting, manufacturing, producing, distributing, circulating, shipping, selling, offering to sell, advertising, promoting, or displaying **any goods or products** bearing any of the Amway Trademarks.

6. Defendants shall:

- (a) Take all reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether independent contractors, employees, agents, partners, or otherwise) comply with this Order, including but not limited to by providing a copy of this Order to any person within their control or employment and requiring that such persons adhere to its terms;
- (b) Take all reasonable steps sufficient to monitor and ensure that all persons authorized to act on their behalf, including all officers and principals, comply with this Order; and
- (c) Take all reasonable corrective action with respect to any individual whom Defendants determine is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying Plaintiffs in writing of the underlying conduct.

7. Pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure, this Order is binding upon the following persons who receive actual notice of it: Defendants, Defendants' officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with Defendants.

8. Entry of this Stipulated Final Judgment and Permanent Injunction does not constitute and shall not be interpreted as any admission of guilt, expressly or impliedly, by Defendants to the allegations asserted by Plaintiffs or any other wrongdoing.

9. This Court shall retain jurisdiction of this matter in law and in equity for the purpose of enforcing and/or adjudicating claims in violation of this Final Judgment and Permanent Injunction. Any such matters shall be raised by noticed motion. The Court shall also retain jurisdiction to award Plaintiffs amounts for costs, attorneys' fees, and such other relief as may be just and proper arising by reason of any future claim of violation of this Stipulated Final Judgment and Permanent Injunction.

10. Plaintiffs' claims against Defendants are dismissed with prejudice.

11. Plaintiffs and Defendants shall bear their own costs, expenses, and attorneys' fees.

IT IS SO ORDERED.

SIGNED and **ENTERED** this 10th day of January 2025.

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

AGREED AS TO FORM AND SUBSTANCE:

/s/ Daniel C.F. Wucherer

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